

12/31/2005

5864

AGREEMENT
BETWEEN

THE BOARD OF COMMISSIONERS
OF
GRAND TRAVERSE COUNTY

AND

TEAMSTERS STATE, COUNTY AND MUNICIPAL WORKERS
LOCAL 214

GENERAL BARGAINING UNIT

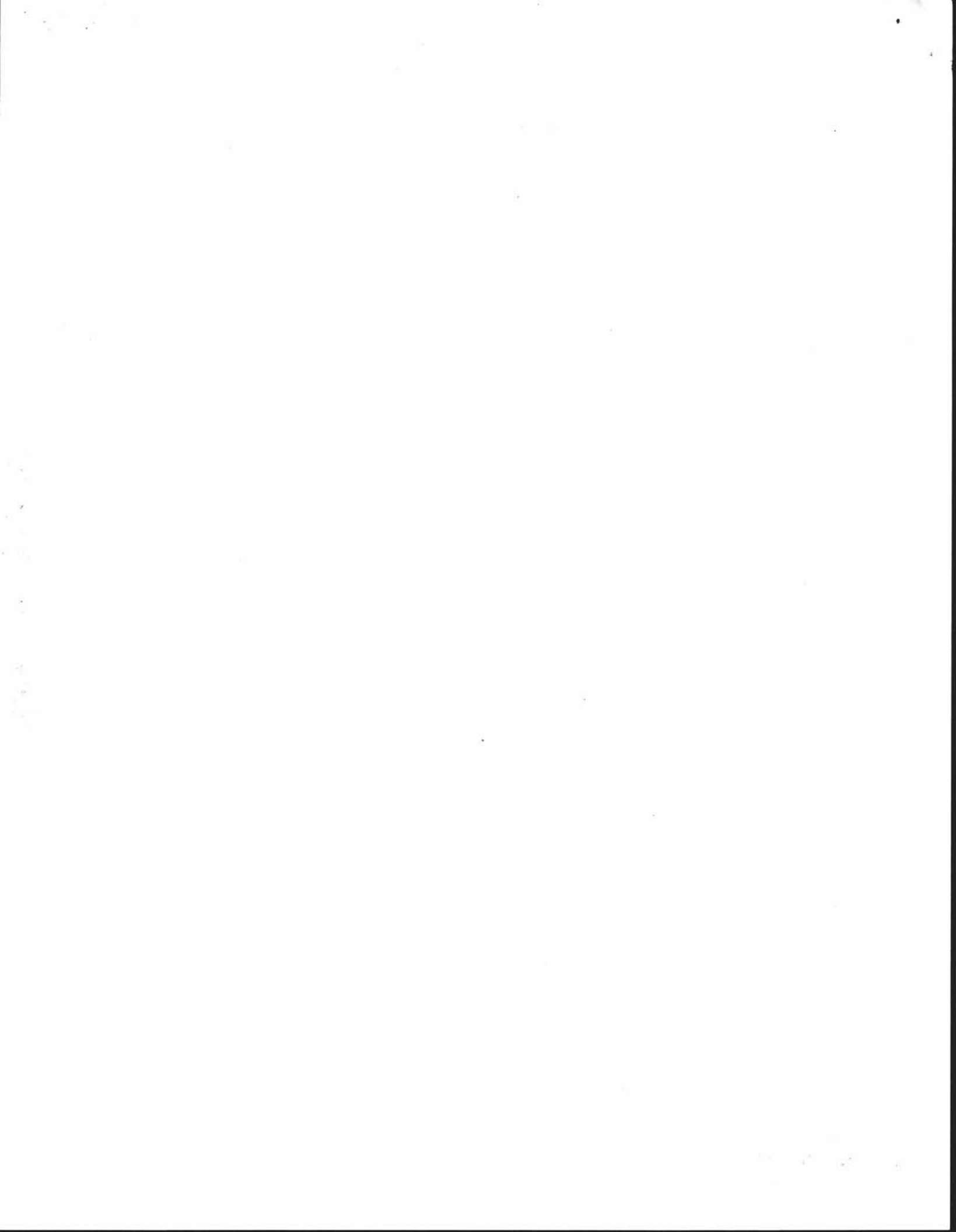
For January 1, 2002, through December 31, 2005

Grand Traverse County

Changes to contract:

Section 7.1	Step III Grievance – H.R. Director to contact County Administrator to schedule	Section 16.3	Advance Pay -- Section removed from contract; renumber remaining Section
Section 12.6	Shifts for Seven Day Operations - - Remove paragraph (d) -- (Animal Control employees no longer in bargaining unit)	(new) 16.3	Vacation Carryover – Payout of vacation banks. (Clean up to current practice)
Section 12.8	Pay Periods – Change to Friday Paydays (clean up to current practice)	Section 17.4	Retirement – Clean up for DC Plan; define retirement for DC
Section 12.9	Out-of-Classification Pay	Wages	2002 2.42% 2003 2.5% 2004 2.5% 2005 2.5%
Section 13.10	Sick Leave – Clean up to define retirement for DC plan	Co-Pay	\$10 office visit; \$10 generic / \$20 brand name prescription drug; reimbursement for prescription co-pay over \$1,000 per year with appropriate receipts
Section 15.1	Paid Holidays – Addition of New Year's Eve		
Section 16.1	Vacation Eligibility and Schedule – paragraph (c) – Add two vacation days after 10 years service up to 15 years service		
			Classification Plan – Updated

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AGREEMENT

This Agreement entered into on this 31st day of July, 2002, between the Grand Traverse County Board of Commissioners, a municipal body corporate of the State of Michigan, (hereinafter referred to as the "EMPLOYER") and Teamsters State, County, and Municipal Workers Local 214, General Employees Bargaining Unit, (hereinafter referred to as the "UNION") expresses all mutually agreed upon covenants between the parties heretofore.

PREAMBLE

This Agreement has as its purpose the promotion of harmonious relations between the Employer and the Union, the establishment of rates of pay, hours of work and other specified conditions of that employment.

The parties ascribe to the principal of equal opportunities and shall share equally the responsibilities for applying the provisions of this Agreement without discrimination as to age, sex, marital status, race, creed, national origin, political or Union affiliation.

The Employer and the Union encourage to the fullest degree, friendly and cooperative relations between the respective representatives at all levels and among all employees.

It is the general purpose of this agreement to promote the mutual interest of the Employer and its employees and to provide for the operation of the services provided by the Employer under methods which will further, to the fullest extent possible, the safety of the employees, economy and efficiency of operation, elimination of waste, realization of maximum quantity and quality of output, cleanliness, protection of property and avoidance of interruptions to production. The parties to this Agreement will cooperate fully to secure the advancement and achievements of these purposes.

ARTICLE I RECOGNITION

Section 1.1 Collective Bargaining Unit The Employer hereby agrees to recognize Teamsters State, County, and Municipal Workers Local 214 as the exclusive bargaining representative, as defined in Act No. 379, State of Michigan, Public Acts of 1965, as amended, for all employees employed by the Employer in the following described unit for the purposes of collective bargaining with respect to rates of pay, wages, hours of employment and other conditions of employment:

All regular full time and regular part time employees of Grand Traverse County excluding elected officials, department heads, supervisory employees, court employees, Assistant Prosecuting Attorneys, Secretary to the Prosecuting Attorney, Secretary to the County Administrator, Secretary to the Board of Commissioners,

Sheriff Employees, Public Works Employees, Medical Examiners, Medical Care Facility Employees, Twin Lakes Camp Employees, Cooperative Extension Employees, up to two (2) employees assigned as Personnel Specialist, temporary employees as defined in the contract and other confidential employees as determined by the Michigan Employment Relations Commission.

Section 1.2 Definitions The terms "employee" and "employees" when used in the Agreement shall refer to and include only those regular full-time employees and regular part-time employees who are employed by the Employer in the collective bargaining unit set forth in Section 1.1. For purposes of this Agreement the following definitions are applicable:

- a) Regular Full-Time Employee A regular full-time employee is an employee who is working the official workweek on a regular schedule.
- b) Regular Part-Time Employee A regular part-time employee is an employee who is working less than the full-time requirements required of that position.
- c) Temporary Employee A temporary employee is an employee hired for a specific job of not more than one hundred and eighty (180) days in duration.
- d) Irregular Part Time Employees (Civic Center Pool only): An irregular part time employee shall be an employee who works when needed to cover absences of bargaining unit employees or to supplement bargaining unit employees. Irregular part time employees shall not work on a non-scheduled basis for the purpose of avoiding the payment of overtime to bargaining unit employees. The Employer shall not use irregular part time employees to replace regular employees in excess of six (6) months except by mutual written agreement between the Employer and the Union. Irregular part time employees shall not be covered by the terms of this Agreement.

Section 1.3 Temporary Employees

- a) The Employer may hire temporary employees and these employees will not be covered by the terms of the contract, however, they shall not be used in such manner as to replace, displace or reduce the non-overtime hours of bargaining unit employees, nor in such manner as to have temporary employees performing work regularly and normally performed by bargaining unit employees, on a continuing basis.
- b) If a temporary employee is retained beyond the one hundred and eighty (180) day period they shall have attained seniority, unless the one hundred and eighty (180) days is extended by mutual agreement of the Employer and the Union.

ARTICLE II MANAGEMENT RIGHTS

Section 2.1 Employer's Rights The Employer retains the sole right to manage its affairs, including but not limited to, the right to plan, direct, and control its operation; to determine the location of its facilities; to decide the working hours; to decide the types of services it shall provide, including the scheduling and means of providing such services, to study and/or introduce new or improved methods or facilities; to maintain order and efficiency in its departments and operations; to promulgate work rules unilaterally or in conjunction with consent of the Union; to hire, lay off, assign, transfer and promote employees; and to determine the starting and quitting time, work schedules and the number of hours to be worked; the number and complexion of the work force, and to determine the qualifications of its employees and standards of workmanship, and all other rights and prerogatives including those exercised unilaterally in the past, subject only to clear and express restrictions governing the exercise of these rights as are expressly provided for in this Agreement.

Section 2.2 Right to Discipline The Employer retains the sole right to discipline and discharge employees for just cause, provided that in the exercise of this right it will not act in violation of the terms of this Agreement.

Section 2.3 Right to Subcontract The Employer shall have the right to apportion work by subcontract in order that work may be carried out in the most efficient manner for the benefit of the public when its own working force is not adequate in numbers or in skill to perform the work promptly and satisfactorily and agrees to notify the Union, in writing, of the intent to subcontract.

Section 2.4 Work Rules

- a) The Employer shall have the right to establish reasonable work rules, policies and procedures that are not inconsistent with the terms of this agreement.
- b) When existing rules are changed or new rules are established, the Employer shall post said rules on bulletin boards as specified in this Agreement for a period of five (5) working days before becoming effective.
- c) Employees shall comply with all existing reasonable rules and newly established reasonable rules that are not in conflict with the terms of the contract, provided the rules are uniformly applied and enforced. Any complaint as to the reasonableness or application of any existing or new rules shall be instituted at step 2 of the grievance procedure.

ARTICLE III UNION SECURITY

Section 3.1 Agency Shop As a condition of continued employment all employees included in the Collective Bargaining unit set forth herein, thirty-one (31) days after the start of employment with the Employer shall either become members of the Union and pay to the Union the dues and initiation fees uniformly required of all Union members, or pay to the union a service fee equivalent to the periodic dues uniformly required of Union members.

Section 3.2 Union Membership Membership in the Union is not compulsory and is a matter separate, distinct and apart from an employee's obligation to share equally the cost of administering and negotiating this Agreement. All employees have the right to join, not join, maintain or drop their membership in the Union as they see fit. The Union recognizes, however, that it is required under this Agreement to represent all employees included within the collective bargaining unit without regard to whether the employee is a member of the Union.

Section 3.3 Checkoff

- A) During the life of this Agreement, the Employer agrees to deduct Union membership dues and initiation fees or the service fee equivalent from each employee's pay, provided the employee has filed with the Employer a proper checkoff authorization form as supplied by the Union.

- B) Dues and initiation fees will be authorized, levied and certified by the Secretary-Treasurer in accordance with the Constitution and by-laws of the Union. Each employee hereby authorizes the Union and the Employer, without recourse, to rely upon and to honor certificates, furnished by the Secretary-Treasurer of the local Union, regarding the amounts to be deducted and the legality of the deducting such Union dues, service fees, and/or initiation fees. The Employer agrees to provide this checkoff service without charge to the employees or the Union.

- C) Upon receiving a properly executed checkoff authorization form, the Employer shall deduct dues, initiation, or service fees, as applicable, from that employee's pay. The Employer shall return all checkoff authorization forms to the Union that have not been properly signed by the employee.

Should an employee, for any reason, fail to sign a dues or service fee checkoff authorization form, the Union may, at its sole discretion, request that all dues or service fees owed under the Agreement be deducted by the Employer pursuant to Law and without a properly signed authorization.

- D) Deduction of dues, initiation and service fees for any calendar month, shall be made from the first pay period of that month, provided the employee has sufficient net earnings to cover the dues and/or initiation fees. Any change in the amount of

deduction for an individual must be submitted in writing to the Personnel Office by the Union. Deductions for any calendar month shall be remitted to the designated Secretary-Treasurer of the Local Union not later than the fifteenth day of each month.

- E) In cases where a deduction is made which duplicates a payment already made to the Union by an employee, or where a deduction does not conform with the Union's constitution or by-laws, refunds owed to employees shall be made by the Union.
- F) The Union shall notify the Employer in writing of the proper amount of dues, initiation and service fees and any subsequent changes in such amounts.
- G) The Employer's liability under the terms of this Article shall be limited to the deduction of dues, initiation or service fees and remittance of those deductions to the Union. The Union agrees to hold the Employer harmless for any and all claims arising out of its agreement to deduct dues, initiation or service fees.

ARTICLE IV BARGAINING UNIT WORK

Section 4.1 Supervisors Performing Bargaining Unit Work Supervisors shall be permitted to perform bargaining unit work in the following instances.

1. In emergency or where regular employees are not available.
2. To instruct or train employees.
3. To do experimental work on a new job.
4. To fill personnel shortages caused by scheduled employees not reporting to work.
5. In all other cases where unit employees are not displaced, and where the supervisor does not perform the work on a regular or extended basis.

Section 4.2 Union Meetings The Stewards will be allowed two (2) hours per month time off to attend union meetings provided the employees affected are working the night shift. The Employer and the Union will share equally any wages lost by the Stewards who attend said meetings.

ARTICLE V REPRESENTATION

Section 5.1 Stewards The Employer agrees to recognize one (1) Chief Steward and four (4) Job Stewards whose duties shall be limited to the administration of this Agreement including the investigation and processing of grievances. Not more than one (1) Job Steward shall be involved in each situation.

Section 5.2 Super Seniority for Stewards For purposes of layoff and recall only, the Chief Steward shall have super-seniority provided the Chief Steward has the ability to perform the required work.

Section 5.3 Union Furnish Names The Union shall furnish the Employer with the names of its authorized representatives and stewards and of all changes in such representation that may occur from time to time.

Section 5.4 Numbers for Negotiations The Employer agrees that up to five (5) employees from the bargaining unit shall be authorized to meet and confer with the Employer during contract negotiations. However, only four (4) of those employees who participate in negotiations shall not suffer a loss in pay for time spent meeting and conferring with the Employer during negotiations. The additional employee may take time without pay, or use accumulated vacation or personal leave for time spent in negotiations.

ARTICLE VI CONFERENCES

Section 6.1 Special Conferences Special conferences for important matters of mutual concern not being processed as a grievance under this Agreement will be arranged between the Employer, Stewards, and any outside parties requested to attend. Arrangements for such conferences shall be made in advance and shall be limited to the agenda presented when such arrangements are made. It is expressly understood that these special conferences shall not be for the purpose of conducting collective negotiations, nor to, in any way, modify, add to, or detract from the provisions of this Agreement unless by mutual agreement.

ARTICLE VII GRIEVANCES

Section 7.1 Grievances A grievance under this Agreement is a written dispute, claim or complaint arising under and during the term of this Agreement and filed by either an authorized representative of, or an employee in, the bargaining unit. Grievances are limited to matters of interpretation or application of express provisions of this Agreement. The parties recognizing that an orderly grievance procedure is necessary, agree that each step must be adhered to as set forth herein or the grievance is forfeited.

All grievances must be filed within five (5) working days after occurrence of the circumstances giving rise to the grievance or five (5) days from when the grievant should reasonably have known of the occurrence, otherwise the right to file a grievance is forfeited and no grievance shall be deemed to exist.

- Step I: Any Employee having a complaint or grievance shall first discuss the matter orally with the employee's supervisor or the supervisor's designee. The supervisor or designee shall answer the complaint or grievance within one (1) working day.
- Step II: If the matter is not resolved in Step 1, the grievance shall be reduced to writing on the regular grievance form provided by the Union, signed by the grievant(s) and presented to the employee's department head within three (3) working days of the Step 1 answer. The department head shall answer the written grievance within three (3) working days of its receipt.
- Step III: If the matter is not resolved in Step 2, the Union shall, within five (5) working days of Department Head's answer in Step 2, contact the Human Resources Director who will then arrange a meeting on the grievance. This meeting shall be scheduled within five (5) working days of the request unless an extension of time is mutually agreed to by the parties. Step III grievances will be heard by the County Administrator.
- Step IV: If the grievance is not settled at step III, by mutual agreement of the parties the grievance may be submitted to the Conflict Resolution Service for mediation. If the parties are unable to resolve the grievance at this step, the matter may be submitted to Arbitration as provided for elsewhere in this Agreement.

Section 7.2 Final and Binding Any and all grievances resolved at any step of the grievance procedure as contained in this Agreement shall be final and binding on the Employer, the Union, and any and all unit employees involved in the particular grievance.

Section 7.3 Time Limits Grievances shall be processed from one step to the next within the time limit prescribed in each of the steps unless a time limit is mutually extended. Any grievance not carried to the next step by the Union or responded to by the Employer within the prescribed time limits or such extension which may be agreed to, shall be automatically settled in favor of the non-defaulting party.

Section 7.4 Period of Back Wages The Employer shall not be required to pay back wages for periods prior to the time the incident occurred provided that in the case of a pay shortage, of which the employee had not been aware before receiving their pay, any adjustments made shall be retroactive to the beginning of that pay period providing the employee files their grievance within five (5) working days after receipt of such pay.

Section 7.5 Notification of Disciplinary Discharge or Layoff When an employee is given a disciplinary discharge or layoff, the Union will be promptly notified in writing of the action taken. Such disciplinary action shall be deemed final and automatically closed unless a written grievance is filed within five (5) working days from the time of presentation

of the notice to the Union. Grievances regarding discharge shall commence at step two (2) of the grievance procedure.

Section 7.6 Calculation of Back Wages All claims for back wages shall be limited to the amount of wages that the employee would otherwise have earned less any unemployment compensation or compensation for personal services that they may have received from any source during the period in question except outside income which was normally earned.

Section 7.7 Reasonable Time for Grievance Meetings The Employer will grant a necessary and reasonable amount of time during straight time working hours to the Stewards who must necessarily be present for direct participation in grievance adjustments with management. Such unit chairpersons or Stewards shall first receive permission from their department head or designated representative to leave their work station and shall report back promptly when their part in the grievance adjustment has been completed. Any employee who takes an unreasonable or unnecessary amount of time in grievance procedure adjustments shall be subject, after a written warning, to disciplinary action.

Section 7.8 Definition of Time Procedures Saturdays, Sundays and holidays shall not be counted under the time procedures established in the grievance procedure.

Section 7.9 Strikes and Walkouts Any employee who violates a State Statute regarding strikes and walkouts, shall be subject to disciplinary action.

ARTICLE VIII ARBITRATION

Section 8.1 Time Limit for Requesting Arbitration If the grievance is not settled in Step 3 of the grievance procedure the Union may submit the matter to Arbitration within sixty (60) days of the Employer's Step 3 answer, unless extended by mutual agreement of the parties. Each grievance submitted to Arbitration shall be submitted to the Federal Mediation and Conciliation Service (FMCS) in accordance with its voluntary rules and procedures.

Section 8.2 Selection of an Arbitrator The Union and the Employer shall, by mutual agreement, select one (1) arbitrator to hear and decide the grievance. If the parties are unable to agree on an arbitrator, the arbitrator shall be selected from a panel of arbitrators from the State of Michigan whose names shall be obtained through FMCS and by each party alternately striking a name with the remaining name to serve as the arbitrator.

Section 8.3 Arbitrator's Expenses Full fees and expenses of the Arbitrator shall be paid by the losing party, unless both parties agree to arbitration, in which case the fees and expenses shall be shared. However, if either party cancels the arbitration, that party shall be responsible for the cancellation fees as charged by the arbitrator. The grievant, or a

representative of the grievant, and the steward shall be allowed to attend the arbitration without loss of pay. In the case of a class action grievance the steward shall be recognized as the grievant. Each party shall compensate it's own witnesses.

Section 8.4 Power of the Arbitrator The Arbitrator shall have no power or authority to alter, amend, add to or subtract from the express terms of this Agreement, or make any recommendation with respect thereto. It shall be the obligation of the Arbitrator to make an effort to provide the parties with a decision within twenty-one (21) days following the conclusion of the hearing except in discharge cases which shall be within fourteen (14) days following the conclusion of the hearing.

Section 8.5 Appeal There shall be no appeal from the Arbitrators decision and it shall be binding on the Employer, the Union and the grievant(s).

ARTICLE IX DISCIPLINE AND DISCHARGE

Section 9.1 Just Cause The Employer shall not discharge or layoff for disciplinary reasons any employee except for just cause, provided however, the employee may be discharged upon conviction of a felony or conviction of a crime of dishonesty against the employer. It is agreed that progressive discipline shall be used for all minor offenses and the employee shall first receive an oral warning and a written warning prior to more severe discipline being imposed. The Union acknowledges that the Employer shall not be required to give an oral or a written warning first in cases of major offenses. Discharge must be proper and with written notice to the employee and the Steward citing specific charges against the employee.

Section 9.2 Immediate Review of Discharge or Suspension The discharged or suspended employee will be permitted to review his discharge or suspension with his Steward and the Employer will make available an area where he may do so before he is required to leave the property of the Employer. Upon request, the Employer or his designated representative may discuss the discharge or suspension with the employee and the Steward.

Section 9.3 Removal of Disciplinary Documents from File An employee who maintains an offense-free record for a period of one (1) year upon written request shall have all prior offenses removed from his record for purposes of subsequent disciplinary action and placed in a sealed envelope in the Personnel file marked "Not to be used for purposes of subsequent disciplinary action or promotional opportunities under the collective bargaining agreement". The Employer reserves the right to utilize the documentation for other legitimate reasons.

Section 9.4 Criminal Charges When an employee is formally charged with a criminal offense and after investigation a warrant is not issued by the Prosecuting Attorney against the employee, no suspension without pay shall result.

Section 9.5 Step for Discharge or Disciplinary Layoff Should a non-probationary employee who has been discharged or given a disciplinary layoff consider such discipline to be improper, a grievance may be processed at step two (2) of the grievance procedure, provided the grievance is submitted within five (5) working days from the date discipline was imposed on the grieving employee.

ARTICLE X LAY OFF AND RECALL

Section 10.1 Layoff Order and Notice

- a) The word "layoff" means a reduction in the working force due to the decrease of work or limitation in funds, beyond the control of the Employer. Layoff of employees shall be by classification seniority, and the following order shall be followed; provided the remaining employees have the ability to perform the work required.
 - 1) Temporary employees.
 - 2) Probationary employees.
 - 3) Irregular Part Time employees.
 - 4) Regular Employees based upon seniority
- b) The employee with the least seniority in the department shall be laid off first.
- c) Upon being laid off from their department an employee who so requests shall, in lieu of layoff, be permitted to take a position in another department provided, however, that they have more seniority than the employee they are to replace, and that they are able to perform the required duties of the position. In this event, the employee shall be given a sixty (60) calendar day trial in which to qualify on their new job. The Employer shall give the employee every reasonable assistance to enable them to qualify on the new job. The time of qualification may be extended by mutual agreement between the Employer and the Union. Employees who change classification in lieu of layoff shall be paid the salary in accordance with their years of service.
- d) Employees to be laid off for an indefinite period of time will have at least ten (10) working days notice of layoff. The Chief Steward or Steward shall receive a list from the Employer of the employees being laid off on the same date the notices are issued to the employees.

Section 10.2 Temporary Reduction In the event of a temporary reduction of the work force which shall not exceed four (4) weeks, at any one time, it may be mutually agreed

that the work week may be reduced to not less than thirty-two (32) hours per week before any employees are laid off.

Section 10.3 Recall A laid off seniority employee, if recalled to a job identical or higher in rate to the job from which he was laid off, shall be required to take the recall. Failure to take such offered work shall result in loss of seniority and discharge.

Section 10.4 Order and Notice of Recall

- a) The order of recalling of laid off employees shall be in the inverse order in which the employees were laid off.
- b) Notices of recall shall be sent by certified or registered mail, or telegram, to the employee's last known address as shown on the Employer's records and it shall be the obligation of the employee to provide the Employer with a current address and telephone number or additional information to guarantee receipt of notice of recall. A recalled employee shall give notice of their intent to return to work within three (3) consecutive calendar days of receipt of notice and shall then return within seven (7) calendar days or their employment shall be terminated, unless an extension is granted by the Employer.
- c) In the event a recall is necessary on less than three (3) days notice, the Employer may call upon the laid off employee(s), either personally or by telephone, until an employee who is able to return to work immediately is located. In such case, the employee able to return to work immediately will be given a temporary assignment not to exceed three (3) days, and the employee passed over (because of their inability to return to work immediately) will be given notice to report for work at the end of the said three (3) day period.

Section 10.5 Payout of Sick in Layoff Employees will be paid 50% of unused sick days when on layoff status for one (1) year.

**ARTICLE XI
SENIORITY**

Section 11.1 Seniority Definition Seniority shall be defined as the length of the employee's service within the bargaining unit, prorated for regular part time employees, during their current period of employment with the Employer. Employees who are employed on the same date in the bargaining unit shall be placed on the seniority list by draw. For purposes of vacation and longevity, the length of service shall be determined by the employee's last date of hire with the Employer.

- a) All full and regular part-time employees shall serve a probationary period of six (6) months, uninterrupted by any type of service break, during which time they will be termed "Probationary Employees."

- b) The Union shall represent probationary employees for the purpose of collective bargaining, however, probationary employees may be terminated at any time by the Employer in its sole discretion and neither the employee so terminated nor the Union shall have recourse to the grievance procedure over such termination.
- c) During the probationary period an employee shall be eligible for employee benefits unless expressly provided otherwise in this Agreement. After an employee has successfully completed his probationary period of employment, he shall become a regular full-time or regular part-time employee. His/her seniority shall start as hereinbefore provided.

Section 11.2 Seniority List The Seniority List on the date of this Agreement shall show the names and classifications of all employees in the bargaining unit. The employer will keep the seniority list up-to-date from time to time and will furnish the Union an up-to-date list upon request.

Section 11.3 Seniority of Stewards Seniority with reference to the Stewards shall be in accordance with Section 5.2.

Section 11.4 Loss of Seniority An employee's seniority with the Employer shall terminate for the following reasons:

- a) The employee quits or retires.
- b) The employee is discharged or terminated and the action is not reversed through the grievance procedure.
- c) The employee is absent for four (4) working days without properly notifying the Employer. Supplying a satisfactory reason for such absence will be justification for reinstatement of full seniority. This section is not to be construed in limiting the right to issue discipline for any unjustified absence.
- d) The employee fails to return to work when recalled or at the specified date at the termination of any leave of absence, unless otherwise excused.

Section 11.5 Separation from Employment Employees resigning from county employment shall submit said resignation in writing to their department head, with a copy to the Human Resources Department at the same time, stating the effective date and the reasons for leaving, at least ten (10) working days prior to the effective date. In the case of retirement, employees should notify their department head and Human Resources in writing 30 days prior to the effective date. Failure to comply may be cause for denying the person future employment with the Employer, or, in the case of retirement, delay the start of retirement benefits.

ARTICLE XII
HOURS OF WORK, PREMIUM PAY, SHIFT PREFERENCE

Section 12.1 Hours of Work The regular schedule of an employee's work week shall consist of seven and one-half (7 1/2) hours per day and thirty-seven and one-half (37 1/2) hours per week, Monday through Friday.

The seven and one-half (7 1/2) hour work day shall begin between the hours of 6:30 and 8:30 a.m. and end between the hours of 3:00 and 5:00 p.m. The second shift which shall begin at 4:30 p.m. and end at 12:30 a.m. The third shift shall begin between 9:00 and 11:00 p.m. and end between 5:00 and 7:00 a.m.

Seniority employees shall have their choice of hours, and shifts based on classification seniority once during each calendar year, or more often with vacancy or changes, normally to be effective on July 1. Request for a change must be made at least two (2) weeks prior to the effective date. Assignment to jobs within job classifications on the shift shall be the function of the Employer and employees shall not be entitled to a particular job on any shift.

The Employer shall designate the starting and stopping times of each shift; the lunch and rest periods for each shift; and may stagger such times as between various departments and as between groups of employees or individuals within a department.

Any proposed changes from present practice will be reported to and discussed with the Union, and may be subject to negotiations, at least five (5) working days before such changes are made.

Employees may make a request for flexible working hours or job sharing to their supervisor or department head. Such scheduling shall require the department head's approval and must be in keeping with good customer service and the smooth operation of the department.

Section 12.2 Lunch Breaks Employees shall be granted a minimum one-half (1/2) to a maximum one (1) hour non-paid lunch period exclusive of the seven and one-half (7 1/2) working hours. The normal lunch period will be one (1) hour unless modified by mutual written agreement between the employee and their Supervisor.

Section 12.3 Work Breaks Employees are allowed two (2) fifteen (15) minute work breaks, one (1) in the first part of the shift and one (1) in the second part of the shift, per day, which are to be taken at a time to allow for the continuous and effective operation of the department.

Section 12.4 Overtime If requested to work overtime, an employee will be expected to do so unless they are excused for good cause. Overtime payment shall be at the rate of

time and one-half (1 1/2) of the regular hourly rate, including shift premium, under the following conditions:

- a) Daily - all work performed in excess of seven and one-half (7 1/2) hours in any twenty-four (24) hour period. The twenty-four (24) hour period shall be defined as 12:00 a.m. to 11:59 p.m.
- b) Periodically - all work performed or paid for in excess of thirty seven and one half (37.5) hours in any one week, including paid holidays, approved vacation leave, or approved bereavement leave, but excluding unpaid leave, sick leave, and personal leave used. Also, all work performed on a sixth (6th) or seventh (7th) day in a regular work week.
- c) All overtime work to which overtime pay is applicable shall be distributed as equally as possible among all employees within the department within a reasonable period of time and within the classification affected, provided the employee is capable of performing the work.
- d) The employees of the bargaining unit will be paid a minimum of two (2) hours at time and one-half (1 1/2) for call-in time.
- e) When an overtime assignment other than scheduled overtime occurs, the employee with the lowest number of overtime hours worked on the overtime distribution sheet in the department and classification needed shall be offered the overtime. If the employee refuses, s/he will be charged with those hours as if worked for purposes of overtime hour calculation. This procedure shall be repeated within the classification and department until each employee on the overtime distribution sheet have been offered the overtime. If none of the above employees accept the overtime, the Employer shall then have the right to offer the overtime to an on-call employee, or to direct the employee with the lowest number of overtime hours actually worked to report to work.
- f) Compensatory time may be awarded in lieu of overtime payment by mutual agreement between the employee and the department head and shall be granted at one and one-half times the number of overtime hours worked, up to a maximum accumulation of 40 hours. When an employee elects to have overtime recorded as compensatory time, it may be used as needed by the employee and as approved by the department head.

Section 12.5 Shift Premium A shift premium of thirty cents (30¢) per hour worked shall be paid to all employees working on the second shift, and thirty-five cents (35¢) shall be paid to employees working on the third shift. Day shift employees who are scheduled to work beyond their regular scheduled working hours shall not receive shift premium. Second and third shift employees who work beyond their regular scheduled hours shall continue to receive their respective shift premium.

Section 12.6 Shifts for Seven Day Operations

- a) Shifts for the employees working in seven (7) day operations shall be five (5) consecutive days, including not more than one day regularly scheduled on a Saturday or Sunday.
- b) Shift premium will be thirty cents (30¢) per hour for employees whose schedule entails fifty percent (50%) or more of their time to be worked after 4:00 p.m., and thirty-five (35¢) per hour for those whose shift requires fifty percent (50%) or more of their time after 10:00 p.m.
- c) Seniority employees assigned to seven (7) day operations shall have shift preference by seniority. Probationary employees shall be included in seniority rotation after completion of probation period.

Section 12.7 Weather Closings In the event the Employer determines the County Offices are to be closed due to weather conditions, the Employer shall give notice of the closure to the media on or before 6:30 a.m. Pursuant to this closing, employees may use any accumulated leave bank or be permitted to make up the time within one month.

In the event the Employer determines the County Offices are to be closed early during work hours due to weather conditions, employees shall suffer no loss of time or pay.

If the employer closes any of its facilities for part or all of any employee's regularly scheduled work day, the employer may assign other work to the affected employees during the time of such closure. If the employee doesn't take the assignment, the employee may use any accumulated leave bank or be permitted to make up the time within one month.

Section 12.8 Pay Periods The employer shall provide for bi-weekly pay periods. Each employee shall be provided with an itemized statement of his earnings and of all deductions made for any purpose. Pay day will be every other Friday. Should a pay day fall on a declared holiday, pay checks will be distributed by the close of the working day preceding the holiday.

Section 12.9 Out of Classification Pay When an employee is assigned work outside their classification for a period of two (2) consecutive hours or more, the employee shall receive pay for that classification at the step of the new classification which is at least 4.5%, but not more than 10%, higher than their current wage.

ARTICLE XIII LEAVE OF ABSENCE

Section 13.1 General Considerations A leave of absence is a written authorized absence from work. Such leave shall be without pay unless otherwise provided for in this contract. Only a regular full-time or regular part-time employee who has worked

continuously for the Employer for one (1) year or more shall be granted a leave of absence. In no event shall the duration of any leave exceed twelve (12) calendar months unless extended.

- A. The employee must submit a written request for leave stating the reason for such leave, the exact date on which the leave begins and the exact date on which the employee is to return to work.
- B. Authorization or denial for a leave of absence request shall be furnished to the employee by the Employer, and it shall be in writing.
- C. An employee on an approved leave of absence will retain his or her seniority. However, the seniority of an employee will not accumulate while the employee is on an approved leave of absence of one (1) month or more.
- D. No employee shall return to work prior to the expiration of their leave unless otherwise agreed to by the Employer. Failure to return to work on the agreed date or extension thereof shall be cause for termination. Extension beyond the return date designated may be granted after thorough investigation and upon a finding that extension of time is necessary and just.
- E. If an employee obtains a leave of absence for a reason other than stated at the time the request is made, the employee will be terminated from his/her job. Employees shall not accept employment elsewhere while on leave of absence unless agreed to by the Employer. Acceptance of employment or working for another employer, if not approved, while on a leave of absence shall result in immediate discharge.
- F. Time absent on leave shall not be counted as time at work for any purpose except as hereinafter provided to the contrary.
- G. Health insurances shall be continued for one month following the month during which unpaid leave begins. Leaves in excess of this time shall require the employee to reimburse the employer to continue such medical coverage under the group.

The re-employment rights of employees will be limited by applicable laws and regulations.

Section 13.2 Medical Leave Leaves requested due to illness or medical disability (including maternity) must be accompanied by a medical doctor's certificate that the employee is unable to work and the reason therefore; such medical leave will not be unjustly denied. Employees returning to work must present a doctor's statement indicating the employee's ability to return to the job.

In the case of maternity, the pregnant employee shall, by the sixth month of pregnancy, provide Personnel with a doctor's statement estimating the delivery date, indicating that

she is physically able to continue with the normal recurring duties of her job, setting forth any restrictions upon activity, and recommending an exact calendar date for the recommended start of leave. The period of disability for maternity leave shall be assumed to be six weeks from date of birth unless a doctor's statement indicates otherwise.

Section 13.3 Military Leave

- A. Employees who are members of the National Guard, Naval Reserve, Army Reserve, Marine Reserve, or Air Corps Reserve and who are called for defense training shall be entitled to a leave of absence in addition to their annual vacation leave from their respective duties. During this leave, and upon presentation of documentation of their gross wages with the Reserves, they may receive pay for the difference between their regular gross pay and their military gross pay, such pay not to exceed two (2) calendar weeks.
- B. Employees who are called for a physical for the Armed Services are to be granted pay for the day of the physical.
- C. Employees within this bargaining unit who shall be called to active duty, or inducted into the Armed Services of the United States or who shall volunteer for such service, shall upon completion of such service be reinstated to their former position or to a position of like seniority, status and pay, with the further provision that the length of service with the Armed Services shall be included in the determination of their seniority, status and pay upon such reinstatement; provided that they shall be honorably discharged from the said military service, that the employee is still mentally and physically qualified to perform the duties of such position and that application for re-employment is made within ninety (90) days subsequent to such honorable discharge or from hospitalization continuing from discharge for a period of not more than one (1) year. Further extension beyond the return date designated may be granted after thorough investigation and upon a finding that extension of time is necessary and just.

Section 13.4 Jury Duty Employees shall be granted leave of absence with pay when they are required to report for jury duty providing they turn over the jury check (less mileage) to the County Treasurer. Seniority will continue to accrue to the employee while on jury duty. Employees scheduled for the evening shift who serve jury duty during their non-scheduled hours may request to be relieved of their regular shift that day and be allowed to use banked compensatory time, vacation or personal hours for that shift.

Section 13.5 Union Business Leaves of absence without pay may be granted, under normal conditions, to an employee elected by the Union to attend educational classes or conventions conducted by the Union. The number will not exceed two (2) employees at any one time, and the number of working days will not exceed six (6) in any one (1) calendar year.

Section 13.6 Education Any employee wishing to further his education in his chosen profession may be granted educational leave for a maximum of one (1) year without pay. The employee who is granted an educational leave must return to previous classification according to seniority. This leave may be extended by mutual agreement.

Section 13.7 Parental Leave An employee may request in writing a parental leave up to six months to begin at birth or date of adoption. Accumulated vacation, personal or unpaid leave may be used for this purpose. Upon returning to work, the employee shall have the right to displace any employee with less seniority in the same classification in the department in which s/he worked at the time the leave of absence was granted. An employee who fails to return to work at the termination of his/her parental leave shall be terminated.

Section 13.8 Bereavement Leave

- a) When death occurs in an employee's family (spouse, children, parent, brother, sister, grandparent, grandchildren, current step child, current mother-in-law or current father-in-law) the employee, upon request, shall be excused for any of the first three (3) normally scheduled working days immediately following the date of death, provided he/she attends the funeral. Time off will also be granted for the death of current sister-in-law, current brother-in-law, current grandparent-in-law, step-mother, step-father, step-sister, step-brother, or a member of the employee's immediate household, with time off charged against any accumulated leave time. For out-of-state funerals, employees shall be permitted to take up to two (2) additional days leave of absence without pay or, at the option of the employee, to use accumulated leave time.
- b) An employee excused from work under this Section shall, after making written application, receive the amount of wages, exclusive of any other premiums, that they would have earned by working during straight time hours on such scheduled days of work for which they were excused. Time thus paid will be counted as hours worked for purposes of overtime under section 12.4.b.

Section 13.9 Personal Leave Each regular full time employee and regular part time employee (on a pro-rated basis) shall be granted eight (8) days (60 hours) of personal leave each year on December 1. New hires shall receive an initial pro-rated amount of leave upon completion of their probationary period. Employees who are still on probation as of December 1st shall not receive leave for the prior year, however shall receive the full eight (8) days (60 hours) for the new year upon completion of their probationary period.

This leave may be used at the employee's discretion for sick or personal reasons. Twenty four (24) hours notice and prior approval by the supervisor is required for general absences, and at least one hour notice prior to the beginning of the shift is required for illness, unless the employee can show in writing why prior notification was impossible. Time must be used in 1/2 hour increments. Claim for payment must be submitted on a form provided by the Employer.

Any balance left (of the eight days) following the last full pay period paid in November shall be paid at the employee's prevailing hourly rate in a separate check on the first pay date in December.

Section 13.10 Sick Leave Those employees who have a sick bank as of the pay period in which this contract is approved by both parties shall have said bank frozen. This bank may be used in the following instances:

1. For absences due to illness (including illness in the immediate family - spouse, children, parents, or guardian - if the employee is the only person available to render such care) after the eight personal days have been exhausted.
2. For the first seven calendar days when an employee qualifies for the short term disability.
3. When an employee qualifies for the short term disability, but chooses to use their frozen sick bank first in order to receive full pay.

Any balance left upon retirement (as defined in Section 17.4), or upon death, shall be paid at the rate of one half of any unused days, up to a maximum of 120 days, at the prevailing hourly rate of the employee; or, upon death, shall be paid to the employee's estate.

ARTICLE XIV LONGEVITY COMPENSATION

Section 14.1 Longevity Pay All full time employees shall receive a longevity bonus payable as a separate check on the first pay date in December in accordance with the following schedule.

- a) Plan A
 - 1) This plan is available only to employees employed full-time on or before January 31, 1985.
 - 2) After completion of ten (10) years of seniority, a bonus of 5% of base pay, excluding overtime, shift differential, etc., if applicable, shall be paid for that year or portion of the year. At the completion of ten years (service date) which is less than twelve (12) months in that calendar year, the 5% longevity bonus is prorated over the balance of the calendar year.
 - 3) After completion of fifteen (15) years of seniority (service date), a longevity bonus of 10% of base pay shall be paid and prorated, if applicable, as in A.2 above.

- 4) The longevity bonus amount may change as the percentage applicable is calculated on the new base rate for the calendar year.
- b) Plan B
- 1) All full-time employees hired on and after February 1, 1985, are automatically assigned to this plan.
 - 2) After completion of five (5) years of seniority (service date), the employee shall receive a \$50 longevity bonus, prorated over the remainder of the calendar year in which the completion of the 5 years seniority (service date) occurs.
 - 3) In December of the sixth and succeeding years thereafter, \$50 annually will be added to the longevity pay bonus with no maximum limit.
 For Example:

After 5 years:	\$ 50
After 6 years:	\$100
After 7 years:	\$150
- c) General conditions applicable to both plans.
- 1) Longevity will be paid by separate check, lump sum, on the first pay date in December.
 - 2) At the end of employment with the County, any longevity bonus amounts owed under either plan will be prorated over the number of pay periods or portion of pay periods worked until the last record day of employment.
 - 3) Election by an employee of Plan A or Plan B, where applicable, is irrevocable.
 - 4) Leaves of absence for periods in excess of thirty (30) days shall be deducted from an employee's seniority (service date) for purposes of determining longevity bonus.

**ARTICLE XV
HOLIDAY PAY**

Section 15.1 Paid Holidays The following shall be considered as holidays for the purpose of this Agreement:

New Year's Day	Independence Day	Day After Thanksgiving Day
President's Day	Labor Day	Christmas Day
Good Friday	Veterans' Day	Christmas Eve Day
Memorial Day	Thanksgiving Day	New Year's Eve Day

Section 15.2 Eligibility for Holiday Pay To be eligible for holiday pay, an employee must:

- a) Be a regular full-time or regular part-time employee on the date the holiday occurs.
- b) Worked in full, when scheduled, the Employer's regularly scheduled straight time work day prior to and the Employer's regularly scheduled straight time work day subsequent to the holiday, unless on authorized leave.

Section 15.3 Holidays Count Toward Eligibility for Overtime Holidays paid under this contract shall be counted for calculation of overtime under Section 12.4.b.

Section 15.4 Holidays During Leave Holidays occurring during the vacation period, bereavement leave or sick leave, are compensable and shall not be charged against the employee's accumulated time.

Section 15.5 Holidays on Scheduled Work Days

- a) Whenever one of the designated holidays falls on an employee's scheduled work day, the employee shall receive holiday pay plus their regular day's pay for the day worked; provided however, that in the event the employee is called in to work on a holiday, then they shall receive time and one-half (1 1/2) plus holiday pay for the day worked; and provided further that in the event that a day off in lieu of the holiday can be scheduled it shall come under the language of Section 12.4 sub-paragraph (f).
- b) When any of the recognized holidays fall on Saturday, the preceding Friday shall be recognized as the holiday and likewise when the holiday falls on Sunday, the following Monday shall be recognized as the holiday, unless the office is normally open on the weekend, then the actual holiday will be recognized. In the event two back-to-back holidays (i.e. Christmas Eve and Christmas Day) fall on a Friday and Saturday then Thursday and Friday shall be recognized and likewise when the holidays fall on Sunday and Monday then Monday and Tuesday shall be recognized.
- c) Whenever holiday work is required, the employer shall provide two (2) working days notice prior to the holiday, except in emergency situations.

Section 15.6 Compensation for Holidays Employees covered by this Agreement who do not work on the holidays hereinbefore designated, and who meet the eligibility requirements hereinbefore set forth, shall be compensated for such holiday prorated on an equal hourly basis as compared to their regular assigned hours at the straight time hourly rate, excluding premiums, of the particular employee.

Section 15.7 Compensation for Work on a Holiday When an employee is scheduled to or agrees to work on one of the hereinbefore designated holidays or the day observed

in lieu thereof, if any, and does not work as agreed, he/she shall not receive the pay for such holiday, unless otherwise excused by the Employer.

Section 15.8 Floating Holiday The floating holiday shall be credited to the employee as of January 1st, in the first pay period of the calendar year. Employees who are hired on or after October 1st shall not be granted the floating holiday. Such holidays shall not accrue from year to year or be paid out for any reason.

Section 15.9 Use of Irregular Staff on Holidays The Employer has the option to open the pool on a recognized holiday on a full or limited schedule by offering the work to a Regular Full Time or Regular Part Time Employee at straight time pay and allowing that employee to take another day off in place of the holiday, such day to be scheduled as requested by the employee and as approved by the Supervisor. If no Regular Employee elects to work the holiday pursuant to the above, Irregular Part Time Employees may be used to cover the holiday.

ARTICLE XVI VACATION

Section 16.1 Vacation Eligibility and Schedule Employees working under this Agreement shall receive paid vacations in accordance with the schedule hereinafter stated and provided they are eligible:

- a) An employee shall be entitled to receive vacation pay as hereinafter set forth if such employee is regular full-time or regular part-time. For regular part-time employees the vacation schedule shall be prorated by the same factor as his/her regular scheduled working hours. Paid sick leave, holidays, or other paid leave shall be considered hours worked for the purposes of this article.
- b) Vacation shall be accrued on a biweekly basis in accordance with the following schedule.
- c) Vacation Schedule:

Years of Service:	Days	Hours (based on 7.5 hour day)
Less than 3 years:	10	75.0
3 but less than 5 years:	12	90.0
5 but less than 10 years:	15	112.5
10 but less than 15 years:	17	127.5
15 but less than 25 years:	20	150.0
25 or more years:	25	187.5

Section 16.2 Scheduling of Vacations All vacations shall be scheduled by the Employer with consideration for the seniority and desires of the employee concerned, consistent with efficient operations. The Employer shall have no obligation to permit an employee to tie a vacation to other leaves. To assure continuity of instruction, those employees at the Civic Center Pool, utilized as instructors, may be required to schedule vacations outside of their assigned class schedules.

Section 16.3 Vacation Carryover Accrued and unused vacation days shall be carried forward to the next subsequent vacation eligibility year with a maximum limitation on carry-over of twenty (20) days. Any hours beyond the 20 days, even when approved for extension by the department head or County Administrator shall not be included in the employee's payout calculation upon termination for any reason, unless a timely request for vacation leave has been denied.

ARTICLE XVII INSURANCE AND PENSION

Section 17.1 Health Insurance During the term of this Agreement the Employer agrees to pay the full premium for health insurance for all regular full time employees, including those on paid leave, and their families. Regular part time employees who elect to do so may be covered, with the County covering the pro-rated amount based on the number of hours the employee is regularly scheduled to work, and the employee reimbursing the County through payroll deduction for the remainder.

Said insurance shall be substantially equivalent to the benefits in effect on January 1, 1995, with the NorthMed Health Maintenance Organization, as described in the Certificate of Coverage, with a \$10/\$20 prescription drug co-pay and \$10 office visit co-pay, and the freestanding Vision and Dental Plans, coverage to be substantially equivalent to the benefits in effect January 1, 1998, per the plan documents which are provided to all employees, under the guideline that the employee does not have substantially the same benefits from other employment (including retirement). Employees hired on or after May 1, 1995, and who are covered by a spouse's health insurance and such coverage is substantially equivalent to that being provided by the Employer, shall not be eligible for the Employer's health coverage.

Employees whose spouses are also employed by Grand Traverse County will not be eligible to be double covered under the health program. They may each select their own coverage (in the case of regular insurance or HMO) if they wish, and dependents will be covered under the employee whose birth date comes first in the year unless otherwise agreed to by both employees.

For employees employed prior to May 1, 1995, and who otherwise are entitled to health insurance coverage under this section, the employee shall have the option of receiving an

annual payment in lieu of such coverage in the amount of six hundred dollars (\$600.00) subject to the Employer's policy, carrier regulations, and applicable law.

The benefits provided under the Grand Traverse County Health Program shall be secondary to any personal protection or personal injury benefits carried by an employee through an insurer under a motor vehicle policy described in Section 3101(1) of the Michigan Compiled Laws.

Section 17.2 Worker's Compensation Each employee will be covered by the applicable worker's compensation laws. The Employer further agrees that an employee, if eligible for worker's compensation, will receive, in addition to their worker's compensation benefits, 20% of their regular gross pay, to be paid by the Employer from the employee's sick or personal leave bank. The Employer's subsidy will terminate upon the exhaustion of the employee's leave bank.

Section 17.3 Unemployment The Employer agrees to provide, through the services of the Michigan Employment Security Commission, unemployment insurance coverage for all employees under this agreement.

Section 17.4 Retirement

All regular full time and regular part time employees working at least fifty percent (50%) of the normal departmental work week, shall be covered under the Municipal Employees Retirement System. The Employer shall contribute 6% of wages under the MERS Defined Contribution Plan. Employees may choose to make a one time irrevocable decision to contribute 3% of their wages to the plan, and if the employee chooses to contribute 3%, the Employer will contribute an additional 3%. Employees will be vested 25% after 3 years of service, 50% after 4 years, 75% after 5 years, and be fully vested after 6 years of service.

Employees already under the MERS Defined Benefit Plan as of May 1, 2000, and who did not choose to roll over into the Defined Contribution Plan, shall receive benefits calculated under B4 plan with the F55/25 rider, six (6) year vesting, and E2 rider of the Municipal Employees Retirement System. This retirement plan is fully funded by the Employer

Age 60 with six (6) years of service, or age 55 with 25 years of service shall be used for determination of age of retirement for payment of benefits under retirement.

Section 17.5 Life and AD&D Insurance All regular full time employees, including those on paid leave, shall be eligible for term life insurance after six (6) months of service. Regular part time employees who elect to do so may be covered, with the County paying a pro-rated amount of the premium based upon the number of hours the employee is regularly scheduled to work, and the employee reimbursing the County through payroll deduction for the remainder. Said insurance shall be in the amount of \$20,000 or one times annual salary, whichever is greater, for Life and Accidental Death and Dismemberment.

Section 17.6 Short Term Disability All regular full time and regular part time employees, including those on paid leave, shall be eligible for Short Term Disability, said coverage to be effective the first of the month following six months of service. This coverage shall provide, at a minimum, 66 2/3 per cent of the employee's regular weekly wage for up to 26 weeks per occurrence for absences due to approved injury or illness, with a weekly benefit maximum of \$600 (pro-rated for regular part time employees). The coverage shall begin on the eighth day following injury or illness. Health insurance provided by the employer shall continue during the duration of this coverage.

ARTICLE XVIII VACANCY, TEMPORARY TRANSFER & PROMOTION

Section 18.1 Regular Vacancies Regular vacancies within the Bargaining Unit shall be given preference to be filled from within the Bargaining Unit. If none of the present employees meet the established requirements, the Employer may open the vacancy to applicants outside the Bargaining Unit. All vacancies shall be posted for a minimum of five (5) days and all employees are required to provide written notice of their intent to fill a vacant position.

Section 18.2 Criteria for Promotions The Department Head will exercise final appointing authority for promotions of employees under this article. By way of example, but not limitation, the following factors may be considered in coming to a selection:

- A. The employee must meet the minimum requirements of the job for which they are applying as stated in the job description and the job posting.
- B. The employee must meet or exceed the minimum score on any standard examinations which are required.
- C. The employee must have the knowledge, skills, and ability to do the work as determined by education, work experience, standard examinations, oral interview, and any other mechanism that may be used to reach this determination.
- D. Attendance records.
- E. Commendations, disciplinary actions, and any other evaluative data available regarding the employee.
- F. Physical qualifications to perform the essential functions of the job as determined by the Human Resources Department.
- G. Reference provided by the employee's current supervisor and co-workers.

- H. The initiative shown by the employee to grow within the County employment, including professional development and willingness to take on additional responsibilities.
- I. The Employee's commitment to the Principles of Quality as defined by the employees of Grand Traverse County, and the Strategic Plan of the Department and the County.

In the event that the overall qualifications of the candidates are determined by the department head to be substantially equal, seniority shall govern. Results of any examination(s) taken for the purpose of filling a vacancy shall be available.

Section 18.3 Pay Rate for Promotion A present employee who fills a classification vacancy which pays a higher rate shall receive the higher rate but in no case shall receive less than his current rate.

Section 18.4 Probationary Period for Promotion The Employee who is promoted (within or outside of the bargaining unit) shall serve a six month probationary period to prove he/she is capable of performing the work. At any time during this trial period the employee may on his/her own volition, request in writing to be relieved of the new classification and be returned to the former classification and former rate of pay without loss of seniority. At any time during the trial period, if the Employer determines that the employee is unsatisfactory in the new classification, the Employer shall have the right to return the employee to the former classification from which he/she was promoted without loss of seniority and will provide said employee, upon written request from that employee, a written explanation specifying the reasons for the return to the former classification. Union seniority shall not accumulate while the employee is in a position outside the bargaining unit.

Section 18.5 Temporary Vacancy For the purpose of temporarily filling a vacancy in a position of higher classification, the Employer shall offer such assignment to the senior most qualified employee within the department. The Employer shall determine when a temporary vacancy exists, and will proceed to fill such vacancy in accordance with this article as soon as possible. However, no position shall be considered temporary for a period beyond sixty (60) days, without mutual consent of the Employer and the Union.

Section 18.6 New Job Classification When a new job classification is created the Employer will notify the Union of the classification and rate structure prior to its becoming effective. In the event the Union does not agree that the classification and rate are proper, it shall be subject to negotiations.

Should the duties and/or responsibilities of a current bargaining unit classification significantly change during the life of this agreement, the parties agree to negotiate the effects of such changes including rates of pay.

When it comes to the attention of the Employer that the duties and/or responsibilities of an employee covered by the current bargaining unit agreement have changed gradually over a period of time and under the criteria set forth in the Classification Plan it is determined that the employee should be in a different classification, the employee shall be moved to the new classification without posting as set forth elsewhere in this agreement providing the employee has served a minimum of two years in their current classification.

Section 18.7 Equalization of Training Opportunities The Employer agrees that, when practical, Employer sponsored and/or required training shall be offered to employees within the applicable classifications with opportunities for such training equalized among the affected employees.

ARTICLE XIX MISCELLANEOUS

Section 19.1 Discrimination There shall be no discrimination by the Employer or Union against any employee because of age, race, sex, religion or national origin.

Section 19.2 Gender Reference to the masculine gender may refer to the feminine gender, or vice versa.

Section 19.3 Captions The captions used in each Section of this Agreement are for purposes of identification and are not a substantive part of this Agreement.

Section 19.4 Union Bulletin Boards The Employer will provide a bulletin board at each of the following sites: Governmental Center, Public Services Building, Facilities Management Building, and the Civic Center, which may be used only for posting notices pertaining to Union business. Such notices must be signed on behalf of the Union and/or the Employer.

Section 19.5 Uniforms Eleven uniforms and two jackets will be provided for the maintenance employees. Lifeguards/WSIs will be provided two swimsuits, including tanks, shorts, and t-shirt for female employees and shorts and t-shirts for male employees. All will be provided one set of warm ups.

Section 19.6 Joint Health and Safety Committee All Health and Safety issues and complaints will be handled by the Employee Safety Committee.

Section 19.7 Copies of Agreement The Employer shall provide the Union with two (2) copies of the signed Agreement. The Employer agrees to make available to each employee a copy of this Agreement and to provide to all new employees entering the

employment of the Employer. The Employer and the Union will share equally in the cost of printing the above referenced copies.

**ARTICLE XX
SAVINGS AND WAIVER CLAUSE**

Section 20.1 Savings Clause If any Article or Section of this Agreement or any addendum thereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or Section should be reinstated by such tribunal the remainder of the Agreement and addendums shall not be affected thereby, and the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for such Article or Section.

Section 20.2 Waiver It is the intent of the parties hereto that the provisions of this Agreement, which supersedes all prior agreements and understandings, oral or written, express or implied, between such parties shall govern their entire relationship and shall be the sole source of any and all rights or claims asserted hereunder or otherwise. The provisions of this Agreement can be amended, supplemented, rescinded or otherwise altered only by mutual agreement in writing hereafter signed by the parties hereto. The parties hereto mutually agree not to seek, during the term of this Agreement, to negotiate or to bargain with respect to any matters pertaining to rates of pay, wages, hours of employment, or other conditions of employment, whether or not covered by this Agreement or in the negotiations leading thereto, and any rights in that respect are hereby expressly waived.

**ARTICLE XXI
TERMINATION**

This Agreement shall be effective on the first day of January, 2002, and shall remain in full force and effect until the 31st day of December, 2005. The Union has the option of reopening the contract in the third year of the contract for discussion on retiree health. This Agreement shall automatically be renewed from year to year thereafter unless either party notifies the other, in writing, 150 days prior to the anniversary date that it desires to modify this Agreement.

FOR THE EMPLOYER

FOR THE UNION

Robert J. Sloman 8-15-02
Chairman, Board of Commissioners Date

A. E. Carmer 8-15-02
Business Representative Date

[Signature] 8-30-02
County Administrator Date

Marian E. Skinner 8-15-02
Bargaining Team Member Date

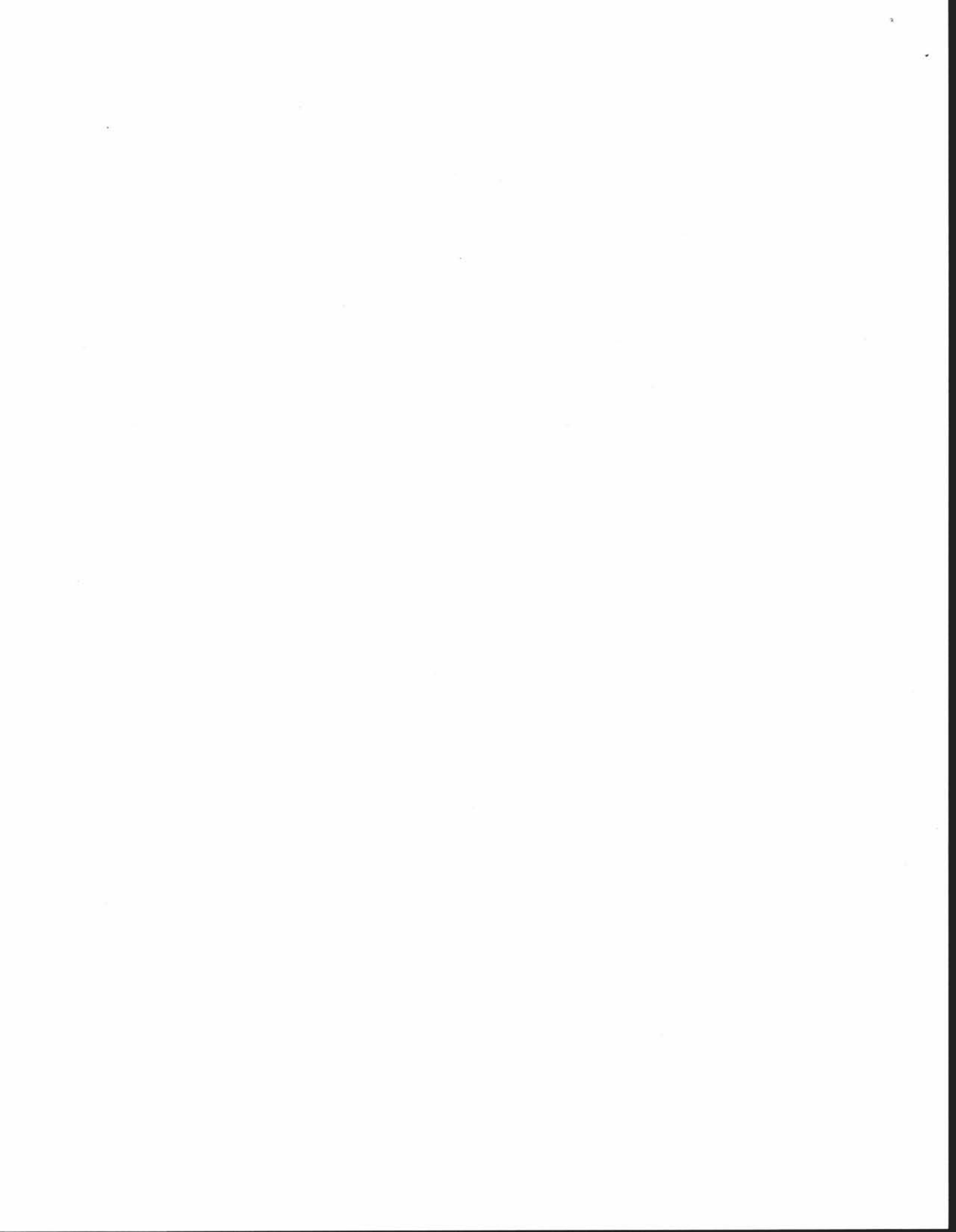
Michelle A. Jones 8-15-02
Bargaining Team Member Date

Jack M. [Signature] 08-15-2002
Bargaining Team Member Date

[Signature] 8/15/02
Bargaining Team Member Date

_____ Date

_____ Date



TEAMSTERS LOCAL 214 - GENERAL UNIT
CLASSIFICATION PLAN
Amended 7/5/02

- AA: Clerical Assistant
- A: Custodian I
- C: Office Clerk
Custodian II
Maintenance Worker Assistant
- D: Account Clerk
Appraiser I
Lifesaver/Water Safety Instructor
Office Specialist
MIS Operator
Secretary
- E: Account Clerk Specialist
- F: Accounting Technician
Appraiser II
Building Maintenance Worker I
GIS Technician
Grounds Maintenance Worker
Human Resources Technician
MIS Programmer
MIS Technician
Planning Technician
Program Counselor
- G: Building Maintenance Worker II
Buyer
Case Manager
Groundskeeper
Telecommunications Technician
- H: Appraiser Senior
Code Inspector (Current incumbent in soil erosion is named Deputy Drain
Commissioner, and paid at grade I)
Building Maintenance Worker III
GIS Analyst
MIS Programmer Analyst
- I Commercial Plan Examiner/Reviewer



LETTER OF AGREEMENT
RE: OVERTIME CALL-IN PROCEDURE

It is agreed and understood that the following procedure shall be used to implement Section 12.4.c and 12.4.e of the collective bargaining agreement related to overtime distribution and call-in for bargaining unit employees working in the Department of Parks and Recreation only.

1. Overtime shall be equalized on the basis of overtime hours that an employee works and/or refuses available overtime. Answering machines or no answer will be considered the same as refusal. Each employee shall be charged with all the overtime hours that he or she works, plus the overtime hours that he or she could have worked but refused. The total shall constitute the overtime opportunities for each employee. This overtime list shall be zeroed out and renewed in January of each year.
2. If an employee is working his or her regular shift during the time the opportunity for overtime arises, he or she shall not be charged with an overtime opportunity.
3. Accumulation of overtime opportunities shall be posted and updated biweekly. Beginning in January of each year the list shall be zeroed out.
4. All opportunities to work which would result in overtime for a bargaining unit employee shall first be offered to the employee, in the classification needed, with the least number of overtime opportunities. For purposes of overtime all maintenance employees are within the same classification.
5. If an employee accepts only a portion of a block of overtime that is offered, the employee shall be charged with the actual hours worked plus the remainder of the block of hours that were refused but not exceeding the total number of hours that were originally offered.
6. The Employer shall have the right to bypass the employee with the least number of hours for overtime if, by the employee working the available overtime, the employee would work more than 15 hours in a 24 hour time period. The Employer may also bypass those employees who are on vacation or medical leave. For purposes of overtime equalization, these circumstances will not count against the employee.
7. The Employer need not call from the overtime list if the overtime involves the continuation of an employee's regular shift but for a time period of less than two (2) hours.
8. If a bargaining unit employee is unable to work his or her shift due to illness or other reasons, and the bargaining unit employee will be absent for less than five (5) consecutive work days, the Employer shall first offer the opportunity to cover this shift to bargaining unit employees.

The purpose of this letter of understanding is solely to clarify the implementation of the overtime equalization provisions of the contract. It is limited in scope to the terms and conditions recited above and in no way modifies or replaces any other provision of the collective bargaining agreement.



Teamsters General Unit Payscale

EFFECTIVE JANUARY 1, 2002

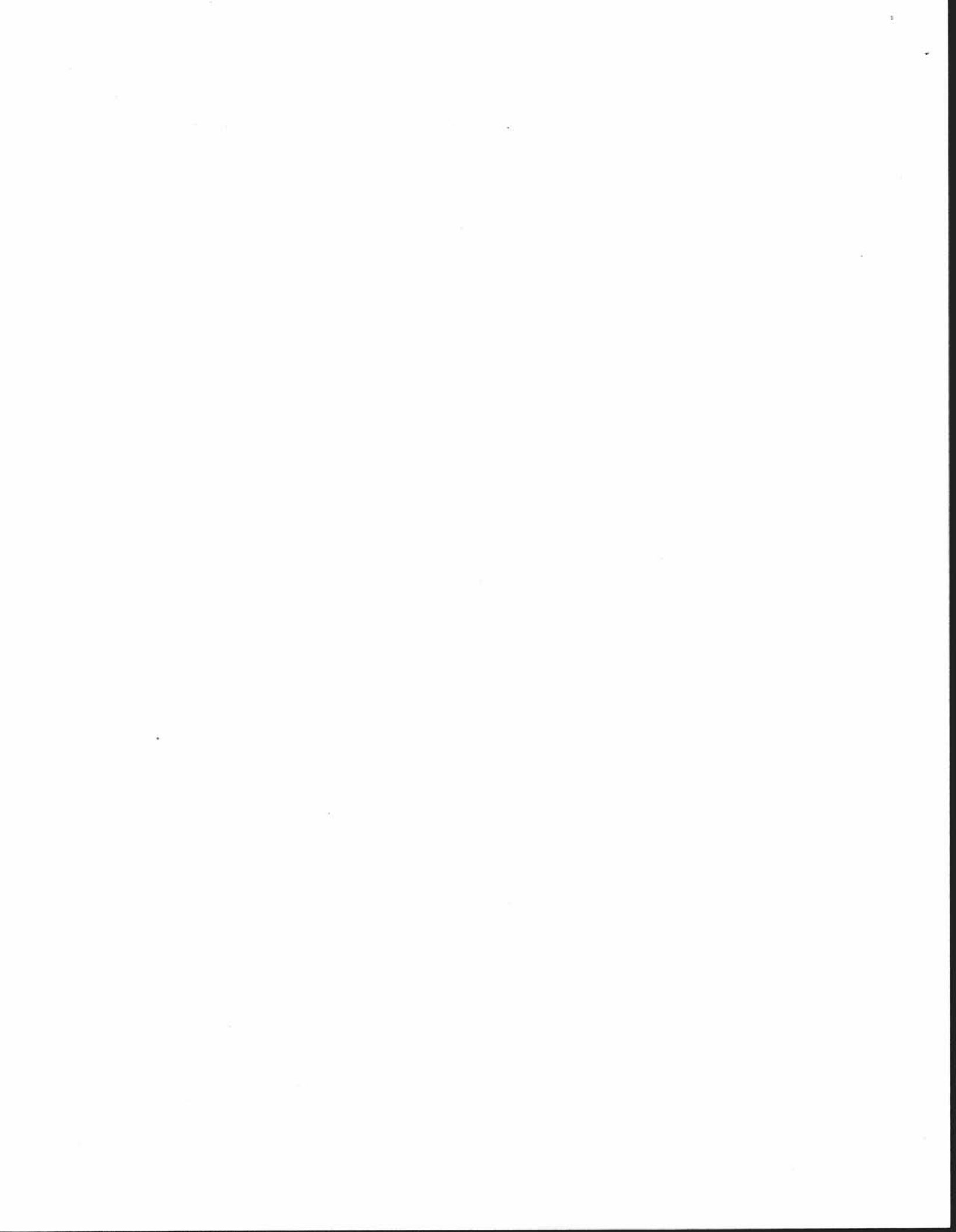
2.42% increase over 2001

	Train 1	Train 2	1	2	3	4	5	6
AA	7.15	7.68	8.27	8.63	9.04	9.44	9.88	10.34
A	7.69	8.26	8.89	9.28	9.72	10.15	10.62	11.12
B	8.23	8.86	9.53	9.96	10.40	10.90	11.37	11.88
C	8.83	9.43	10.19	10.63	11.14	11.63	12.16	12.73
D	9.39	10.13	10.91	11.38	11.91	12.44	13.00	13.63
E	10.09	10.84	11.66	12.19	12.74	13.34	13.94	14.57
F	10.78	11.59	12.46	13.03	13.64	14.23	14.89	15.59
F1	11.86	12.75	13.71	14.33	15.01	15.65	16.38	17.15
F2	12.94	13.91	14.96	15.63	16.37	17.07	17.87	18.71
G	11.86	12.76	13.71	14.34	15.01	15.67	16.41	17.16
H	13.65	14.68	15.76	16.49	17.25	18.04	18.86	19.71
H1	16.38	17.61	18.91	19.79	20.70	21.64	22.63	23.65
H2	15.02	16.14	17.34	18.14	18.97	19.84	20.74	21.68
I	14.61	15.68	16.88	17.66	18.48	19.29	20.18	21.09
I2	16.07	17.25	18.57	19.42	20.32	21.21	22.19	23.20

NOTES:

The sub-grades, such as F1, F2, H1, H2 are due to market adjustments added to specific classifications when the County was experiencing difficulty recruiting qualified individuals.

Qualified applicants come into the compensation plan at Step 1. The Train 1 and Train 2 steps are used when an applicant does not meet the minimum requirements, but is expected to within a reasonable period of time. The candidate will then be moved to Step 1 upon attaining the qualification.



Teamsters General Unit Payscale

EFFECTIVE JANUARY 1, 2003

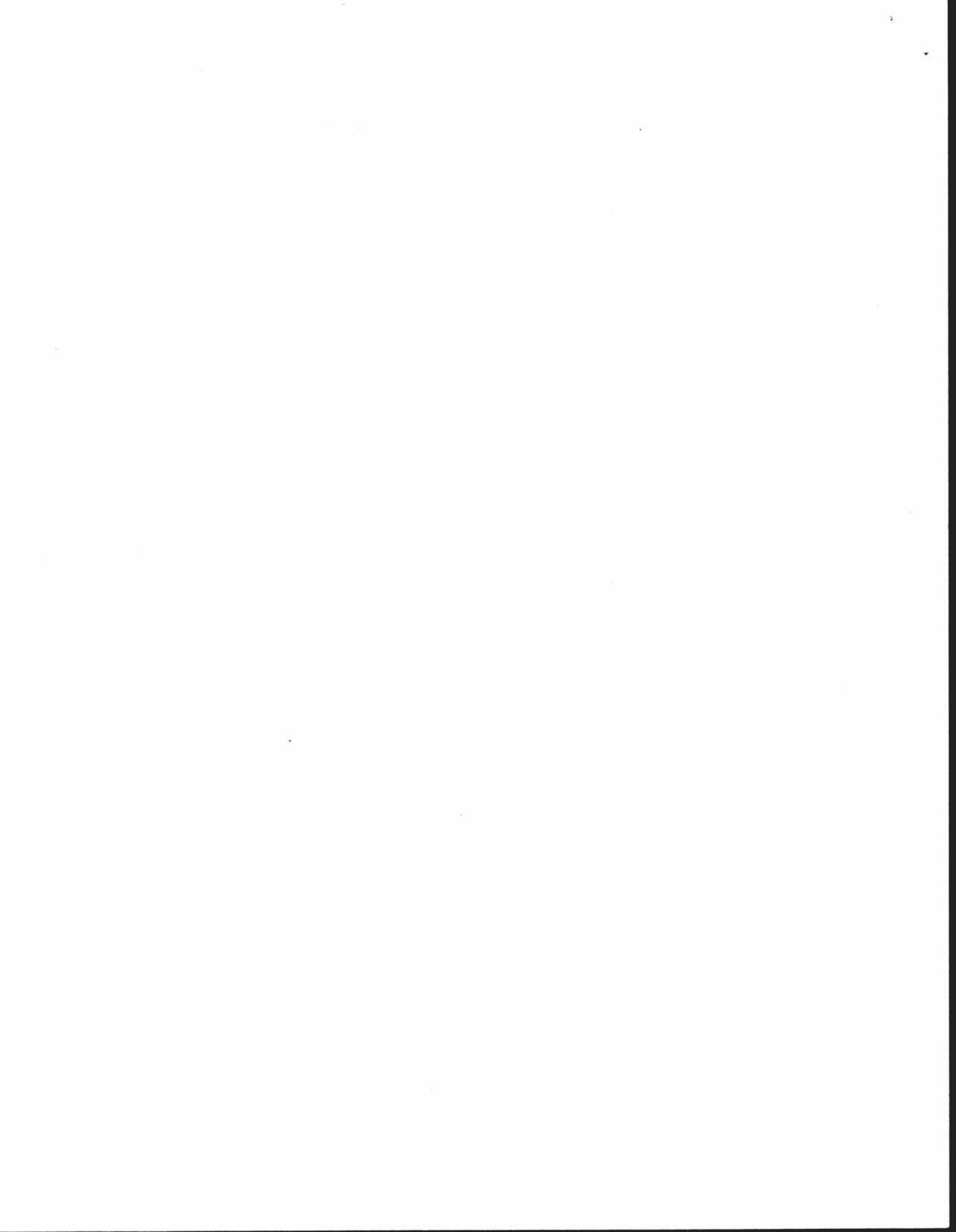
2.5% increase over 2002

	Train 1	Train 2	1	2	3	4	5	6
AA	7.33	7.88	8.47	8.84	9.26	9.67	10.13	10.60
A	7.88	8.47	9.11	9.51	9.96	10.40	10.89	11.40
B	8.44	9.08	9.77	10.21	10.66	11.17	11.65	12.18
C	9.05	9.67	10.44	10.90	11.42	11.92	12.46	13.05
D	9.62	10.38	11.18	11.66	12.21	12.75	13.33	13.97
E	10.34	11.11	11.95	12.49	13.06	13.67	14.29	14.93
F	11.05	11.88	12.77	13.36	13.98	14.59	15.26	15.98
F1	12.16	13.07	14.05	14.69	15.39	16.04	16.79	17.58
F2	13.26	14.26	15.33	16.02	16.78	17.50	18.32	19.18
G	12.16	13.08	14.05	14.70	15.39	16.06	16.82	17.59
H	13.99	15.05	16.15	16.90	17.68	18.49	19.33	20.20
H1	16.79	18.05	19.38	20.28	21.22	22.18	23.20	24.24
H2	15.40	16.54	17.77	18.59	19.44	20.34	21.26	22.22
I	14.98	16.07	17.30	18.10	18.94	19.77	20.68	21.62
I2	16.47	17.68	19.03	19.91	20.83	21.74	22.74	23.78

NOTES:

The sub-grades, such as F1, F2, H1, H2 are due to market adjustments added to specific classifications when the County was experiencing difficulty recruiting qualified individuals.

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Teamsters General Unit Payscale

EFFECTIVE JANUARY 1, 2004

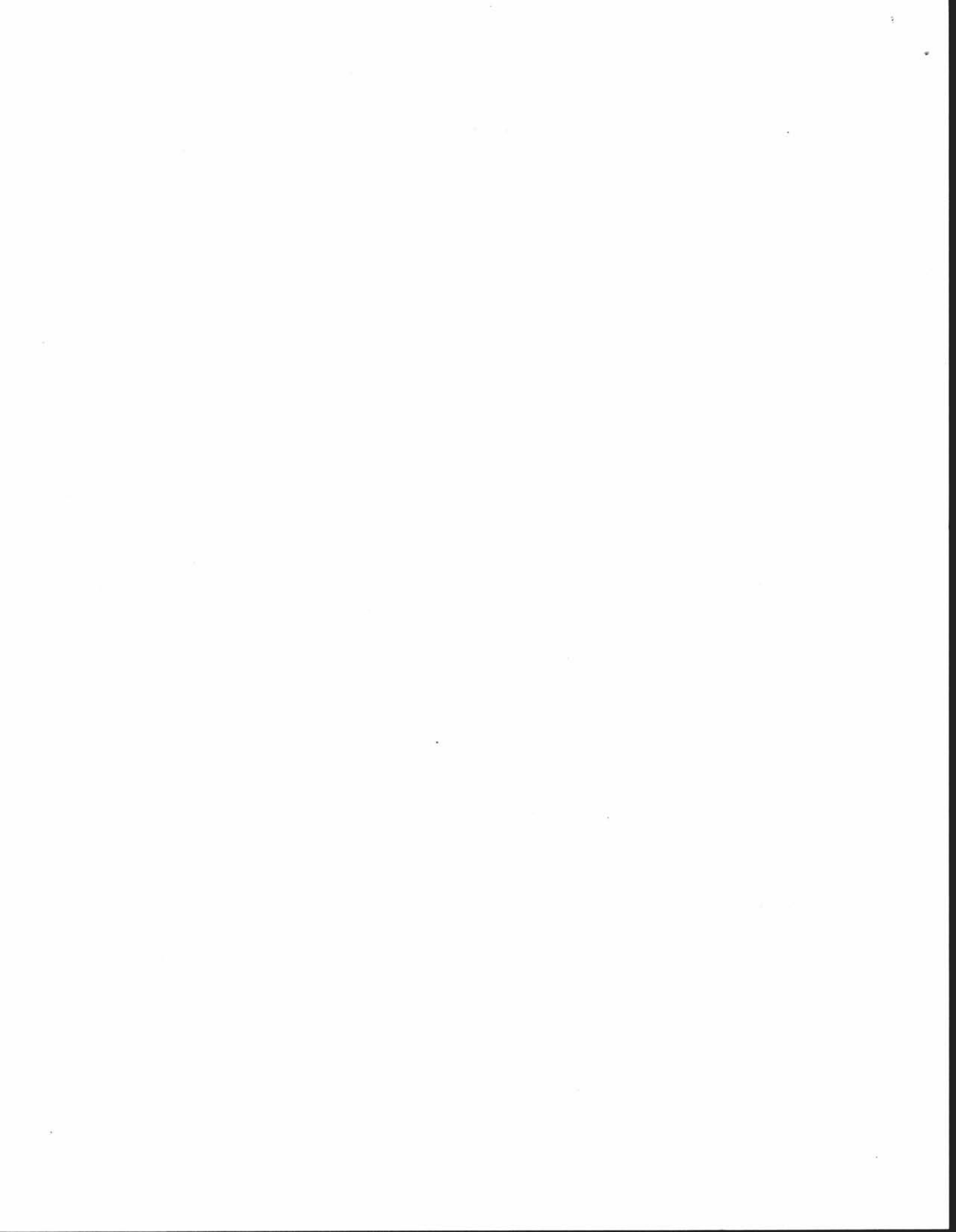
2.5% increase over 2003

	Train 1	Train 2	1	2	3	4	5	6
AA	7.51	8.07	8.69	9.07	9.50	9.91	10.38	10.87
A	8.08	8.68	9.34	9.75	10.21	10.66	11.16	11.69
B	8.65	9.31	10.01	10.47	10.93	11.45	11.94	12.48
C	9.28	9.91	10.70	11.17	11.71	12.22	12.77	13.38
D	9.86	10.64	11.46	11.95	12.52	13.07	13.66	14.32
E	10.60	11.39	12.25	12.80	13.39	14.01	14.65	15.30
F	11.33	12.18	13.09	13.69	14.33	14.95	15.64	16.38
F1	12.46	13.40	14.40	15.06	15.77	16.44	17.21	18.02
F2	13.59	14.62	15.71	16.42	17.20	17.94	18.78	19.66
G	12.46	13.41	14.40	15.07	15.77	16.46	17.24	18.03
H	14.34	15.43	16.55	17.32	18.12	18.95	19.81	20.71
H1	17.21	18.50	19.86	20.79	21.75	22.73	23.78	24.85
H2	15.79	16.95	18.21	19.05	19.93	20.85	21.79	22.78
I	15.35	16.47	17.73	18.55	19.41	20.26	21.20	22.16
I2	16.88	18.12	19.51	20.41	21.35	22.28	23.31	24.37

NOTES:

The sub-grades, such as F1, F2, H1, H2 are due to market adjustments added to specific classifications when the County was experiencing difficulty recruiting qualified individuals.

Qualified applicants come into the compensation plan at Step 1. The Train 1 and Train 2 steps are used when an applicant does not meet the minimum requirements, but is expected to within a reasonable period of time. The candidate will then be moved to Step 1 upon attaining the qualification.



Teamsters General Unit Payscale

EFFECTIVE JANUARY 1, 2005

2.5% increase over 2004

	Train 1	Train 2	1	2	3	4	5	6
AA	7.70	8.28	8.90	9.29	9.74	10.16	10.64	11.14
A	8.28	8.90	9.57	9.99	10.47	10.93	11.44	11.98
B	8.87	9.54	10.26	10.73	11.20	11.74	12.24	12.79
C	9.51	10.16	10.97	11.45	12.00	12.53	13.09	13.71
D	10.11	10.91	11.75	12.25	12.83	13.40	14.00	14.68
E	10.87	11.67	12.56	13.12	13.72	14.36	15.02	15.68
F	11.61	12.48	13.42	14.03	14.69	15.32	16.03	16.79
F1	12.77	13.74	14.76	15.44	16.16	16.85	17.64	18.47
F2	13.93	14.99	16.10	16.83	17.63	18.39	19.25	20.15
G	12.77	13.75	14.76	15.45	16.16	16.87	17.67	18.48
H	14.70	15.82	16.96	17.75	18.57	19.42	20.31	21.23
H1	17.64	18.96	20.36	21.31	22.29	23.30	24.37	25.47
H2	16.18	17.37	18.67	19.53	20.43	21.37	22.33	23.35
I	15.73	16.88	18.17	19.01	19.90	20.77	21.73	22.71
I2	17.30	18.57	20.00	20.92	21.88	22.84	23.89	24.98

NOTES:

The sub-grades, such as F1, F2, H1, H2 are due to market adjustments added to specific classifications when the County was experiencing difficulty recruiting qualified individuals.

Qualified applicants come into the compensation plan at Step 1. The Train 1 and Train 2 steps are used when an applicant does not meet the minimum requirements, but is expected to within a reasonable period of time. The candidate will then be moved to Step 1 upon attaining the qualification.

